

No. 1-27/2017-Estt.
Engagement of 8 Ex-Servicemen Security Guards
(Without Arms) at NCDC, Delhi

Tender Terms & Conditions

- 1(a) The Agency should be registered with Registrar of Firms/Companies for at least 5 years before the closing date of the quotation and should have provided such services to the Govt. offices
- (b) The Agency must have its office in Delhi.
2. The agency shall provide the services of 8 (Eight) Security Guards (Without Arms).
- 3(a). The Agency shall provide “100% Ex. Servicemen Security Guards. They should not be above the age of 55 years.
- (b) The agency will quote rates, which should not be less than the minimum wages notified by the Department of Labour, Govt. of NCT of Delhi.
- (c) The agency shall comply with Minimum Wages Act, CL (RA) Act, PF provisions, ESI provisions etc. Wages will be paid in accordance with notification of minimum Wages Act by the Government of Delhi from time to time.
- (d) The Security Guards should be of sound Health and having educational qualification up to minimum VIIIth standard. Their character antecedent must be verified from the concerned Police Station by the Security Agency and a proof thereof should be submitted to the Institute authorities before their deployment in the Institute.
4. The Security Guards whose services are provided by the Agency will at all times and for all purposes, be the employees of the Agency who will be responsible for necessary service benefits to them. The Institute authorities shall have the rights for removal of a person of the Agency who is not discharging his duties satisfactorily or his role is found dubious in nature.
5. The Agency shall not engage any sub-contractor or transfer the contract to any other person.
6. The approximate number of persons required to be engaged will be for 8 Nos.
7. The agency will deploy security personnel after medical examination at its own cost and medical certificate is to be submitted to the Institute authorities at the time of deployment.

- 7.(a) If a firm quotes 'Nil' Service charges, the bid shall be treated as unresponsive and will not be considered, as per the Department of Expenditure, Ministry of Finance's (i) OM No. 29(1)/2014-PPD dated 28.01.2014. However, if the firm quoting less than 1% Service Charges, which correlates to an unrealistic consideration, will also be treated as non-responsive and will not be considered. If these conditions are not met then the bid will be repeated.
- 7.(b) Conditional price bid offer shall be rejected.
- 7.(c) The firm / Agency must be registered under Delhi Govt. under Private Security Agency Regulation Act (PSARA)
8. The list containing the names, verified addresses, affixing a photograph along with their signature of each employees appointed by the Agency shall be made available to the Institute authorities with their Bio-data before commencing the contract.
9. The rates quoted for Security Guards should not be less than the statutory wages as notified by the Delhi State Government and should include the mandatory statutory payment like allowances, contributions to ESI, EPF & Delhi Labour Welfare Cess. The other provisions like Bonus, Workman's Compensation etc. will be the liabilities of the Security Agency.
10. No enhancement charges in the form of Agency Charges on percentage basis until and unless the minimum wages fixed by the Delhi Government as per labour law at that time exceeds the agreed contract rate.
11. The contract can be terminated by the 1st Party (Director, NCDC) by giving one month's notice without assigning any reason. The 2nd Party (Contractor), if so desires, can terminate the Contract by giving three months' notice.
12. The Agency shall comply with the Labour laws applicable, and this Institute shall not be responsible for any litigation/default from Agency-side.
13. The agency shall obtain License under the Contract Labour (Regulation and Abolition) Act, 1970 from the appropriate authority, if applicable, and shall produce the license within 3 months after the commencement of the contract.
14. An undertaking will also be submitted by the Agency that all the information & documents provided by the agency are correct & true. If any information & documents submitted by the agency are found to be false, the quotation form will be summarily rejected before awarding of Contract.

15. Any rules and regulation enforceable from time to time shall be complied with.
16. The security personnel will be paid as per minimum wages. The rates of minimum wages will be applicable on the date of issue of quotation notice.
 - 16.(a) The contractor shall submit the copy of acquaintance roll of payment after disbursement of the salary to the Director within 5 days alongwith a list of claim for the work amount so disbursed. This obligation is imposed on the contractor to ensure that the contractor is fulfilling his commitments towards his employees so deployed under various labour laws, PSARA Act, towards all relevant deductions like EPF, ESI, EPS, TDS deductions etc. carried out and documentary proof of the same from bank is submitted. He will maintain attendance register, individuals ledger/ wage book, wage slip, publications of scale of wages and terms of employment.
 - 16.(b) if the minimum wages is revised GOI during contract period, revised minimum wages would be payable to the contractual employee so deployed, only if the revised wage is higher than the wage already being received during the said contract period, upon submission of the formal claim to the effect by the contractor with supported documents. It is clarified that in the event of such a situation arising. During the said contract period as mentioned above, no change would be permitted in the Administrative charges, quoted by the contractor at the time of submission of the price bid.
 - 16.(c) The contractor shall keep the institute (NCDC) indemnified through or fidelity bond of Rs. __ lakhs issued by the reputed Insurance company against any loss caused do the institute property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by the contractor at various points. He shall be liable for paying any loss caused to the Institute property (if any). In case any employee of the contractor so deployed enters into dispute of any nature whatsoever, it will be the sole responsibility of the contractor concerned to context the same. In case, NCDC is also made a party and is required to context the case, the cost, if any of the actual expenses incurred towards counsel fee, and other expenses shall be paid to the Institute by the contractor. Further, the contractor shall ensure that no financial or other legal liability of any nature come on the Institute part in this respect.
17. The committee constituted by the Director will have the sole authority to reject or disqualify any quotation which does not fulfill all the criteria or submitting false information.

18. The Director, NCDC reserves the right to accept any quotation without assigning any reason and will not be bound to accept the lowest quotation or reject the complete Tender.
- 18.(a) If the contractor fail to deploy the required member of personnel within 14 days of signing of the agreement, there will be liquidate damage equivalent to 1% after contract value for every work, or part thereof until actual delivery of performance upto or maximum of 10% of the delayed contract. The Director may consider termination of contract serving its urgency even without extending the date of delivery.
19. The security contract will be initially for a period of one year and further extendable for one more year subject to satisfactory performance.
20. All disputes are subject to Delhi Jurisdiction only.
- 20.(a) The Director or any other Authorised Officer(s) shall be liberty to carry out any surprise check on the working of the persons so deployed by the contractor in order to ensure that the required member of persons are deployed and that they are doing their duties satisfactorily.
21. **PENALTIES CLAUSE**
- a. In case of any loss/theft of Govt. property, the Security committee will consider the circumstances leading to the loss/theft and if the responsibility is fixed upon the Agency by the Committee, the agency will make good the loss within a specified period or else deduction of the cost will be made from the following month's bill.
- b. For any breach of contract, the Director or duly constituted Security Committee, shall be entitled to impose a penalty to the extent of Rs.10,000/- on the 1st occasion upon the Agency in the event of breach, violation or contravention of any of the terms and conditions contained herein brought to the notice of the Committee.
- c. If the lapse is repeated again, the extent of penalty will be doubled on each such occasion. The decision of the said Officer/Committee in this regard shall be final and binding upon the Agency. Some of the instances in which penalty would be imposed, are enumerated below. But these are not exhaustive and penalty may be imposed on any violation breach or contravention of any of the terms and conditions as well as assigned duties for guidelines, some of the examples on which penalties may be imposed are as under:-
- i) If the personnel are not found in proper uniform and are not displaying Photo Identity Cards.
 - ii) If the personnel found indulging in smoking/drinking/sleeping during duty hours.
 - iii) If the personnel found performing double Duty within 24 hours without prior approval.

- iv) Penalty will also be imposed for misbehavior of personnel found discourtesy of security personnel.
- v) If any Guard found performing duty after submitting a fake name and address.
- vi) If any personnel is found on duty other than those mentioned in the approved list supplied by the agency to the Institute authorities.
- vii) Guards indulging in unlawful activities.

22. JOB RESPONSIBILITIES:

- (i) To provide the security cover at the Main Gates of NCDC, Campus and entrances of main buildings.
- (ii) The agency shall be responsible for all security measures and arrangements to safeguard the movable and immovable property and prevention of theft within the NCDCs premises.
- (iii) Prevention of unauthorized entry of personnel including all types of outside vendors in the premises of the Institute.
- (iv) Prevention of unauthorized entry of vehicles within the NCDC premises.
- (iva) Security personnel ought to be polite, courteous but firm disciplined, physically fit, alert and smartly dressed in uniform.
- (ivb) To protect against theft, burglary, Ires passing, prevention of any untoward incident in and around NCDC campus.
- (ivc) To provide assistance in case of strike, riots, labour, unrest emergencies etc to give protection to the employees of the Institute and its property during those times.
- (v) The Agency staff shall work under the direct supervision of designated officer on duty and they will be deployed round the clock in Shift Duties.
- (vi) The agency will be fully responsible for the performance and fitness of their personnel Guards. For this, the Agency will have to keep close liaison with the Institute authorities, Chief Security Officer and Officer in-charge, Security.
- (vii) Any other work of similar nature assigned to the agency by the Institute Management from time to time.

23. DUTIES OF THE SECURITY GUARDS:-

- (i) To guard the Main Gates of the Institute to control the movement of visitors as advised.
- (ii) To check all incoming and outgoing property/goods and to ensure that they are accompanied by proper gate pass/ authority letter.
- (iii) To attend all telephones calls at Security Post before and after the office hours and during holidays and convey messages to the concerned officer and staff.
- (iv) To report to the concerned authority, if any incident or theft, pilferage, fire or arson occurs.

24. List of documents to be attached with the enclosed “Proforma of Quotation”

- i. EMD (i.e. FDR/BG/DD)
- ii. Coloured photograph of bidder
- iii. Copy of Registration Certificate with Registrar of firms
- iv. Copy of Labour License issued during last 5 years
- v. Copy of ESIC Registration Certificate
- vi. Copy of EPF Registration Certificate
- vii. Copy of GST/Service Tax Registration Certificate
- viii. Copy of Income Tax Clearance Certificate
- ix. Copy of Experience certificate
- x. Coloured photographs of Security Guards
- xi. Undertaking on non-judicial stamp paper of not having being black listed/debarred
- xii. All the submitted documents **must be page numbered and self attested with stamp**

25. Successful Bidder shall furnish Performance Security to the Director, NCDC within the given time, before signing the Contract, which shall be equal to 10% of the total value of the contract and shall be in the form of FDR/DD/BG. Thereafter, EMD will be returned to the successful bidder.

Proforma for Quotation for engagement of Private Security Guards (Without Arms)

S. No.	Particulars	Column to be filled	Supporting documents enclosed (Yes/No)	If Yes (please mention Page Nos)
1.	Details of EMD of Rs. 50,000/- submitted alongwith tender			
2.	Net Rates per month for each Security Guard (Without Arms)	(Included all taxes)		
3.	Name, Rate (%) & amount of Taxes included in above net rate			
4.	Registration No. of Agency from Registrar of firms with date			
5.	PAN No. & ITR for last consecutive 3 years			
6.	GST/Service Tax Regn. No. with date of registration			
7.	EPF A/c No. and authority with whom registered			
8.	ESI No. and authority with whom registered			
9.	Full address of Regd. Office with Tel. No./ Mobile No./e-mail address			
10.	Experience in providing security personnel to Govt. Offices. Attach copy of Contracts			

**(Name of Employer)
Signature & Seal**